

AA

Legal Expenses

Welcome to AA Motorcycle Insurance Services Legal Expenses Cover

Thank you for purchasing this policy. This booklet contains information about your AA Motorcycle Insurance Services Legal Expenses Cover, how to claim and how you can contact us. Make sure you keep this safe if you have received this by post. If you have received this electronically save this booklet to a safe and secure location.

A handwritten signature in black ink, appearing to read "Andy Powell".

Andy Powell
Managing Director AA Motorcycle Insurance Services

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Legal Expenses Cover

Thank **you** for purchasing this AA Motorcycle Insurance Services policy. **You** are now protected by the UK's leading legal expenses insurer. If **you** are involved in a motor accident, face prosecution for a motoring offence, require assistance in a contract dispute regarding the **motorcycle** or if **your** vehicle registration details are cloned, or need legal advice, **we** are here to help **you** 24 hours a day, 365 days a year.

DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or
a preferred law firm on behalf of **DAS**.

To make sure **you** get the most from **your DAS** cover, please take time to read this policy which explains the
contract between **you** and **us**.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH

Registered in England and Wales, Company number 103274 | Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and
regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme

may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on
the FSCS website, www.fscs.org.uk

DAS Law Limited Head and Registered Office:

DAS Law Limited | North Quay | Temple Back | Bristol | BS1 6FL

Registered in England and Wales, Company number 5417859 | Website: www.daslaw.co.uk

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

How We Can Help You

If **you** are involved in an accident which was not **your** fault, **we** will help **you** recover **your uninsured losses**

from the person who caused the accident, either through **our motor claims centre** or by appointing a lawyer.

Uninsured losses could include the cost of repairing or replacing the **motorcycle**, **your** motor insurance
policy excess, compensation following injury or other out-of-pocket expenses.

Where the driver at fault is uninsured or cannot be traced, **we** will assist **you** in making a claim to the Motor Insurers' Bureau.

We can also defend **you** against motoring prosecutions including any action taken against **you** following the illegal use of the **motorcycle** registration details, and assist **you** in contract disputes related to the **insured vehicle**.

If your motorcycle cannot be ridden after an accident

We can arrange for a garage to transport it to a place **you** choose. **You** will have to pay the transportation costs, so remember that most motor insurers only give cover for transporting to a nearby garage. However, if the accident was not **your** fault, **we** can usually recover the transportation costs as part of **your** claim for **uninsured losses**.

Your Claim

Phone **us** on **0344 335 2934** as soon as possible after **your** accident to speak to one of **our** dedicated customer claims handlers. If **you** are calling outside of the UK, please phone **us** on **+44 29 2085 4069**.

If You Need Any Other Help From Us

If **you** wish to speak to **our** legal teams about a personal legal problem, please phone **us** on **0344 893 9027**.

We will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice. Please do not ask for help from a lawyer or hire a vehicle before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

Definitions

The following words have these meanings wherever they appear in this section of the policy in bold:

1. Appointed representative

The **preferred law firm**, law firm or other suitably qualified person **we** will appoint to act on an **insured person's** behalf.

2. Costs and expenses

- All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**.
- The costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them or pays them with **our** agreement.

3. DAS Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

4. Date of Occurrence

For civil cases the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)

5. Insured Person

You, and any passenger or driver who is in or on the **motorcycle** with **your** permission. Anyone claiming under this policy must have **your** agreement to claim.

6. Motor Claims Centre

This centre carries out recovery, hire and repair services and deals with the administration of **your** claim.

7. Motorcycle

The **motorcycle**, trike or quad declared to **us**. Cover extends to include any trailer attached to the **motorcycle**.

8. Period of Insurance

The period for which **we** have agreed to cover **you**.

9. Preferred law firm

A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

10. Reasonable Prospects

The prospects that an **insured person** will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

11. Uninsured Losses

Losses which an **insured person** has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.

12. Territorial limit

For insured incidents, **uninsured loss recovery and personal injury**, The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

13. We, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

12. You, your

The person who has taken out this policy (the policyholder).

Our Agreement

We agree to provide the insurance described in this section, in return for the payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the insured incident happens during the **period of insurance**
3. any legal proceedings will be dealt with by a court or other body which **we** agree to within the **territorial limit**, and
4. the insured incident happens within the **territorial limit**

What we will pay	What we will not pay
<p>We will pay an appointed representative, on behalf of an insured person, costs and expenses incurred to recover uninsured losses after an event which causes:</p> <ul style="list-style-type: none"> (a) damage to the insured motorcycle or to any property belonging to an insured person in or on the insured motorcycle; and/or (b) death or bodily injury to an insured person whilst travelling in or on the insured motorcycle. <p>Provided that:</p> <ul style="list-style-type: none"> (i) the most we will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is £100,000 (ii) the most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm. The amount we will pay a law firm (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time. (iii) in respect of an appeal or the defence of an appeal, the insured person must tell us within the time limits allowed that they want to appeal. Before we pay the costs and expenses for appeals, we must agree that reasonable prospects exist (iv) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in costs and expenses is the value of the likely award. 	<p>In the event of a claim, if an insured person decides not to use the services of a preferred law firm, they will be responsible for any costs that fall outside of the DAS Standard Terms of Appointment and these will not be paid by us.</p>

We will not pay for the following

1. Late reported claims

A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

2. Costs we have not agreed

Costs and expenses incurred before **our** written acceptance of a claim.

3. Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.

4. Legal action we have not agreed

Any legal action **you** take that **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.

5. Uninsured drivers

The **motorcycle** being used by anyone, with **your** permission, who does not have valid motor insurance or a valid driver's license.

6. A dispute with DAS

A dispute with **us** not otherwise dealt with under policy condition 8.

7. Judicial review

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

8. Nuclear, war and terrorism risks

A claim caused by, contributed to by or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

9. Litigant in person

Any claim where **you** are not represented by a law firm or barrister.

Policy Conditions

An insured person's legal representation

- (a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as an **insured person's appointed representative** to deal with their claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
- (c) If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, we will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**.
The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. The amount may vary from time to time.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2. An insured person's responsibilities

- (a) An **insured person** must co-operate fully with **us** and the **appointed representative**.
- (b) An **insured person** must give the **appointed representative** any instructions that **we** ask them to.

3. Offers to settle a claim

- (a) An **insured person** must tell **us** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **our** written consent.
- (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.
- (c) **We** may decide to pay the **insured person** the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the **insured person** must allow **us** to take over and pursue or settle any claim in their name. The **insured person** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and the **insured person** must give **us** all the information and help **we** need to do so.

4. Assessing and Recovering Costs

- (a) An **insured person** must instruct the **appointed representative** to have legal costs taxed, assessed and audited if **we** ask for this.
- (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

5. Cancelling an **appointed representative's** appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if the **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

6. Withdrawing cover

If an **insured person** settles or withdraws a claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from the **insured person** any **costs and expenses** **we** have paid.

7. Expert Opinion

We may require the **insured person** to get, at their own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement between the **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure the **insured person** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts.

(Details available from www.financial-ombudsman.org.uk)

If the **insured person's** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person

chosen jointly by the **insured person** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the **insured person** and **us** or may be paid by either the **insured person** or **us**.

9. Keeping to the policy terms

An **insured person** must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for, in writing (including email), and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10. Cancelling the policy

You can cancel this section by telling AA Motorcycle Insurance Services within 14 days of taking it out, or at any time afterwards as long as **you** tell AA Motorcycle Insurance Services at least 14 days beforehand. AA Motorcycle Insurance Services can cancel this section at any time as long as they tell **you** at least 14 days beforehand.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

11. Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

- (a) a claim an **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated; or
- (b) a false declaration or statement is made to AA Motorcycle Insurance Services in support of a claim.

12. Claims made under this policy by a third party

Apart from **us**, the **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act

1999 does not apply to this section in relation to any third-party rights or interests.

13. Other insurances

If any claim covered under this policy is also covered by another insurance policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other **insurer** refuses the claim.

14. Law that applies

This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Data Protection

To comply with data protection regulations **we** are committed to processing the **insured person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details, including the **insured person's** name, address, date of birth, email address and, on occasion, dependent on the type of cover the **insured person** has, sensitive information such as medical records. This is for the purpose of managing the **insured person's**

products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain the **insured person's** personal information either directly from them, the third party dealing with the **insured person's** claim or from the authorised partner who sold them the policy.

Who we are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of the **insured person's** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted through dataprotection@das.co.uk

How we will use your information

We may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the **insured person** to ask for their feedback, or members of the DAS UK Group. If the **insured person's** policy includes legal advice **we** may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law.

Dependent on the type of cover the **insured person** has, their information may also be sent outside the EEA so the service provider can administer their claim.

We will take all steps reasonably necessary to ensure that the **insured person's** data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the **insured person's** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **our** website.

What is our legal basis for processing your information?

It is necessary for **us** to use the **insured person's** personal information to perform **our** obligations in accordance with any contract that **we** may have with the **insured person**. It is also in **our** legitimate interest to use the **insured person's** personal information for the provision of services in relation to any contract that **we** may have with **you**.

How long will your information be held for?

We will retain the **insured person's** personal data for 7 years. **We** will only retain and use their personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** wish to request that **we** no longer use the **insured person's** personal data, please contact **us** at dataprotection@das.co.uk

What are your rights?

The **insured person** has the following rights in relation to the handling of their personal data:

- the right to access personal data held about them
- the right to have inaccuracies corrected for personal data held about them
- the right to have personal data held about them erased

- the right to object to direct marketing being conducted based upon personal data held about them
- the right to restrict the processing for personal data held about them, including automated decision-making
- the right to data portability for personal data held about them.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer
 DAS Legal Expenses Insurance Company Limited
 DAS House, Quay Side
 Temple Back, Bristol, BS1 6NH
 Or via email: dataprotection@das.co.uk

How to make a complaint

If the **insured person** is unhappy with the way in which their personal data has been processed, the **insured person** may in the first instance contact the Data Protection Officer using the contact details above. If the **insured person** remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office
 Wycliffe House, Water Lane
 Wilmslow, Cheshire, SK9 5AF
www.ico.org.uk

How to Make a Complaint

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to our Customer Relations Department at **our DAS** Head Office address – please see page 4.

Or **you** can phone **us** on **0344 893 9013** or email **us** at customerrelations@das.co.uk

Details of **our** internal complaint-handling procedures are available on request. If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at: **Exchange Tower | London | E14 9SR**. **You** can also contact them on: **0800 023 4567** (free from mobile phones and landlines), **0300 123 9123** or email them at complaint.info@financial-ombudsman.org.uk | Website: www.financial-ombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: **PO Box 6806 | Wolverhampton | WV1 9WJ**. **You** can also contact them by telephone on **0300 555 0333** or email them at enquiries@legalombudsman.org.uk | Website: www.legalombudsman.org.uk Using these services does not affect **your** right to take legal action.

Helpline Services

An **insured person** can contact **our** UK-based call centres 24 hours a day, seven days a week. However, **we** may need to arrange to call the **insured person** back depending on their enquiry. To help **us** check and improve our service standards, **we** may record all calls. When phoning, please tell **us** **your** policy number or the name of the scheme **you** are in. Please do not phone **us** to report a general insurance claim.

Legal Advice Service - Call 0344 893 9027

We will provide an **insured person** with confidential legal advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. We can also provide advice if **you** are concerned that the **motorcycle** registration details may have been used illegally in England, Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If the insured person calls outside these times, a message will be taken and a return call arranged within the operating hours.

Tax Advice Service - Call 0344 893 9027

We will provide an **insured person** with confidential advice over the phone on personal tax matters in the UK.

Tax advice is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If the insured person calls outside these times, a message will be taken and a return call arranged within the operating hours.

Health and Medical Information Service - Call 0344 893 9027

We will give an **insured person** information over the phone on general health issues and advice on a wide variety of medical matters. We can provide information on what health services are available in an **insured person's** area, including local NHS dentists.

Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If the insured person calls outside these times, a message will be taken and a return call arranged within the operating hours.

Counselling - Call 0344 893 9012

We will provide an **insured person** with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. The **insured person** will pay any costs for using the services to which they are referred.

This helpline is open 24 hours a day, seven days a week.

We cannot accept responsibility if the helpline services are unavailable for reasons we cannot control.

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